

1. RENT: Lessee agrees to pay to Lessor the rent specified in the lease schedule and at the times and in the amounts specified therein. Lessee agrees to pay the rent promptly as it accrues. If said rent is paid in whole on or before the date specified in the lease schedule and there are no changes, accrued rent, or other fees or charges of any type owed by Lessee to Lessor, pursuant to the Lease Agreement, then there shall be a discount, in an amount specified in the lease schedule, and, at the time of such payments, there are no charges, delinquent rent, or other fees or charges of any type owed by Lessee to Lessor, pursuant to this Lease Agreement, then there shall be a proration of the aforementioned discount, prorated in the ratio of the partial payment made to the whole payment due, credited against the current rent payment. If said rent in whole or in part shall be in arrears and not received for a period of 10 days after its due date, there is an additional charge of \$50. There shall be no discount credited against rent, if there are any charges, delinquent rent, or other fees or charges of any type owed by Lessee to Lessor, pursuant to this Lease Agreement. In addition to the foregoing, there shall also be a charge of \$50.00 whenever a check is returned for insufficient funds or for any other reason. Rent must be received by due date.

2. SECURITY DEPOSIT: Lessee shall pay a security deposit to the Lessor in the sum specified in the lease schedule and payable as therein described. This security deposit is set aside to secure Lessee's performance for each and every covenant and agreement to be performed by Lessee under the Lease Agreement. THE SECURITY DEPOSIT SHALL NOT BE DEEMED OR CONSTRUED AS ADVANCE PAYMENT OF RENT FOR ANY MONTH OF THE LEASE TERM. Lessee's liability is not limited to the amount of the security deposit, after the termination of this Lease Agreement, full payment of all amounts due, and performance of all lessee's covenants and remaining unapplied shall be returned to Lessee, Lessee hereby acknowledges and understands that if the leased premises is not returned to Lessor in accordance with this Lease Agreement, certain standard basic charges will become immediately due and payable in connection with bringing the premises into compliance with the terms and conditions as provided in this Lease Agreement. Some of the basic charges for performance of cleanup and repair functions are set forth on the attached Addendum Number 1 are subject to change from time to time.

Any notices required to be mailed from Lessor to Lessee in connection with the application or return of security deposit funds shall be mailed to the Lessee's last known address which, for purposes of the Lease Agreement, shall be deemed to be the leased premises, unless the Lessee has, in writing, designated a different address.

In the event 1) that Lessee is responsible for damage under this Lease Agreement, and 2) that Lessor delivers to Lessee a written statement of the proposed disposition of Lessee's security deposit in payment of damages and expenses which are **estimated** where the Lessor is willing to accept a lesser sum than the estimated damages and expenses in full payment of such damages and expenses, it is agreed between the parties that unless written notice of Lessee's objection to settle any such damages and expenses for the lesser sum is received via certified mail by Lessor within 15 days of the date of Lessor's notice to Lessee, it shall be conclusively presumed that the parties have agreed to a settlement of such damages and expenses for the lesser sum.

The parties hereto acknowledge that more than one individual may be residing in the leased premises as a Lessee, and therefore more than one individual may be contributing to the funds comprising the security deposit provided for herein. All of the parties hereto agree that Lessor is hereby authorized to issue a single check to multiple payees in payment of any unapplied security deposit funds and mail said check to such address as is directed in writing by any one of the lessee signatories to this Lease Agreement. Unless objected to by one of the remaining Lessees in writing, the aforescribed designating lessee signatory shall be deemed the agent for all lessees to this Lease Agreement. In the absence of a written designation by Lessee as to the address at which unapplied security deposit funds are to be returned, or in the event a designation is objected to in writing by one of the other lessee signatories, Lessee hereby authorizes Lessor, at Lessor's option, to place said funds in Lessor's escrow account without interest, pending receipt of an authorized designation from Lessee, provided that Lessor shall send notice of the deposit of said funds to Lessee at their last known address, which for purposes of this provision shall be deemed to be the leased premises.

The parties hereto acknowledge that one or more individuals may continue residing in the leased premises as a Lessee or in other property owned and/or managed by Lessor at the conclusion of this lease term. In such an event, all of the parties hereto agree that Lessor is hereby authorized upon the written direction of any of the lessee-signatories to this Lease Agreement, to transfer or assign to or for the benefit of any lessee-signatory to this Lease Agreement for use as a security deposit in any other lease with Lessor, a portion of the security deposit provided for herein in an amount not in excess of the total amount of the security deposit provided for herein divided by the number of lessee-signatories in this Lease Agreement.

3. LIMITATION OF LIABILITY: It is agreed that Lessor shall not be held liable for damages if Lessor cannot give possession of the above-described premises on the day herein specified; Lessor, however, will credit Lessee with the sum specified in the lease schedule for every day the Lessee is prevented from possession of the above described premises, the receipt of which credit shall be Lessee's sole remedy and recourse in the event of Lessor's inability to deliver possession on the day specified. In such an event and when the delay of possession does not exceed the period of any holdover tenancy of the previous tenant of the leased premises plus fourteen days, Lessee shall remain fully liable for all of the terms and conditions of this Lease Agreement.

Lessor shall not be liable for any loss caused by defects in the building or in the leased premises, unless due to Lessor's neglect, or any accidental damages to the personal property of the Lessee in and about the building or the leased premises, from water, rain or snow which may leak into, issue or flow from any part of the building or leased premises, or from the pipes or plumbing works of the same, or any other cause. The Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time, unless they result from Lessor's negligence. Lessee agrees that all of the Lessee's person and property in the premises or elsewhere in and about the building shall be at the risk of Lessee only, and that Lessee will carry such insurance, as Lessee deems necessary therefor. Lessor is not an insurer of the Lessee's person or possessions.

4. USE, SUBLET, ASSIGNMENT: Lessee agrees to not allow the leased premises to be used for any purpose other than herein specified, and will not sublet the same, nor any part thereof, nor assign this Lease Agreement, without in each case, the written consent of Lessor in advance. The obligation of the Lessee-signatories shall be joint and several. In the event that the Lessee desires to sublease the premises or any part thereof, or assign this Lease Agreement the Lessee agrees to notify Lessor and to ascertain from Lessor the specific terms and conditions required for approval of Lessee's sublease or assignment. At a minimum, in order for Lessee to substitute a new tenant for the balance of the term provided herein, Lessee must 1) obtain Lessor's consent in writing to the prospective new tenant, **and 2) Lessee must pay in advance** a consent and administrative fee of **\$50.00** to the Lessor for performing the details attendant to such a transaction. It is agreed, the aforesaid administrative fee is not a penalty, and that said fee shall not be refundable under any circumstance.

5. RULES AND REGULATIONS: The rules and regulations of the building, as posted on the premises or mailed via first class mail to Lessee, constitute a part of this Lease Agreement, and shall in all respects be observed and complied with by the Lessee and Lessee's agents and guests. Lessor reserves the right at any time to make such rules and regulations as in its judgment may be from time to time necessary for the safety, care and cleanliness of the premises and for the preservation of good order therein. The rules and regulations of the building include but are not limited to, those rules and regulations set forth on the attached Addendum Number 2.

6. CONDITION OF PREMISES: Lessee acknowledges and recognizes that he/she will be receiving, shortly after occupancy of the leased premises, a checklist prepared by Lessor describing the condition of the premises at the time of Lessee's possession. Lessee agrees to return said checklist to Lessor within two weeks of receipt, noting any discrepancies in the condition of the premises not indicated on said checklist. Lessee understands that if the checklist is not returned to Lessor within two weeks of Lessee's receipt of same, it shall be presumed for purposes of this Lease Agreement that said checklist adequately describes the condition of the premises at the time of Lessee's possession. Lessor agrees, at its expense, and within a reasonable length of time, to maintain the mechanical systems and leased appliances and leased furnishings, if any, serving or within the leased premises in good operating order during the term of this Lease Agreement. Lessee covenants that he/she will keep said premises in good repair and will keep said premises and appurtenances in a clean and sanitary condition. If damage other than reasonable wear occurs to the leased premises or furnishings, if any, therein, Lessee agrees to promptly notify Lessor of said damages. If such damages were caused by the negligence of Lessee, Lessee's agents or guests, the cost of such repair shall immediately be paid to the Lessor by the Lessee, including the cost for repair of damage to other portions of the building, if any, caused by such negligence. The labor portion of the cost shall be at the rate of Fifty Dollars per hour and shall include but not be limited to co-ordination time, material ordering and pick-up time, repair time and travel time.

7. PETS: Lessee hereby acknowledges that pets are prohibited and hereby agrees to keep no pets in or about the leased premises or the building without the express written permission of Lessor. Lessee further understands that the prohibition of pets also applies to the pets of Lessee's guests or visitors, such that these pets will not be allowed in or about the leased premises or the building without the express written permission of Lessor, in the event a pet is on or about the leased premises or the building in violation hereof, Lessee hereby agrees to pay a fine of \$100 to Lessor as liquidated damages, and an additional fine of \$15 per day for each day that the pet is/was in or about the leased premises or the building in violation hereof. This fine shall be applied in all cases, even those where tenant is "keeping" the pet for a friend or the pet is just "visiting" with a guest or visitor of the Lessee. This fine is in addition to and **not** in lieu of any actual damages which may be incurred by Lessor as a consequence of Lessee's violation of this paragraph.

8. SIGNS AND ACCESS: Lessee hereby agrees to allow Lessor free access to the premises hereby leased for the purpose of examining or exhibiting the same, or to make needful repairs to, or maintenance or alterations of said premises, which Lessor may see fit to make; or to paint and/or clean the premises in the last 90 days of the lease term; also to allow or to have placed on said premises at all times notices of "for sale" and "to lease" and not to interfere with same, and that Lessee agrees that no sign shall be put up or painted upon the leased premises or the building of which they are a part without the written consent of Lessor. Lessor agrees, in other than emergency situations, to exercise the right of access granted herein at reasonable times.

9. RETURN OF POSSESSION: Lessee hereby agrees to quit and surrender the leased premises unto Lessor at the end of the term in as good condition as upon delivery of possession to Lessee, reasonable wear excepted, and to return all keys received to the rental property. In the event that all keys to the rental property are not returned or a key is lost, Lessee will be charged \$90.00 per lock. In the event Lessee is locked out of Lessee's premises and Lessor unlocks the door, there will be a charge of \$35.00. All keys must be returned to Lincolnshire Properties LLC office. Lessee acknowledges that in the absence of a written receipt from Lessor to the contrary, (which Lessee may request), the Lessor's records as to the return of keys and date and number thereof shall be conclusive for purposes of computing the charges set forth herein.

10. **PARKING**; Lessee acknowledges that no _____ is provided. Assigned space No. _____.

11. **UTILITIES AND SEWER CHARGES**: Unless otherwise specified in the lease schedule, all utilities shall be paid by Lessee. The Urbana-Champaign Sanitary District's Sanitary Sewer User Charge and the City of Urbana's Sewer benefit Tax, if applicable, shall be paid by Lessee. If the leased premises are separately metered, Lessor shall bill Lessee and Lessee will promptly pay such charges. The Lessee's portion of such costs shall be paid to the Lessor on or before the date of the next rental payment following notice from Lessor to Lessee of Lessee's share of such charges. Lessee's share of such utility charges for the last period of the tenancy, in the absence of a bill for such charges prior to 30 days following the termination of the tenancy, may at Lessor's option, be estimated on the basis of the last bill received for such services prior to the termination of this Lease Agreement. Lessee agrees at his/her expense to keep the following utilities on within the leased premises for the term of this Lease Agreement plus seven days: electricity; water, if separately metered; and gas, if applicable and separately metered. Lessee hereby authorizes all utility companies and providers including, but not limited to the telephone company, power company, gas company, water company, to provide Lessor (without further authorization from Lessee) information contained in such utilities records with respect to the leased premises including, but not limited to, billing charges to the premises, utility usage, forwarding addresses for utility customers, if any, and any other records.

12. **LOSS BY FIRE**: Lessee agrees that in case the premises shall be rendered untenable by fire or other casualty, Lessor may, at Lessor's option, terminate this Lease agreement or repair said premises within 60 days. If Lessor does not repair said premises within said period; or if the building containing said premises is wholly destroyed, then the term hereby created shall cease and terminate. Lessor agrees to give written notice of its intent to repair the leased premises not later than 14 days following the fire or other casualty damaging the leased premises.

13. **WINTER OR OTHER PERIODS OF FREEZING WEATHER**: Lessee agrees to leave the heating system servicing the leased premises on with the thermostat set at an adequate temperature to keep any water pipes in or about the leased premises from freezing. Lessee acknowledges that this responsibility continues at such times as the leased premises may be vacant for one or more days. In the event the leased premises should be vacant for one or more days during periods when freezing weather may occur Lessee agrees to notify Lessor that the leased premises will be vacant. Lessee acknowledges that Lessee will be liable for any and all damage caused by freezing water pipes resulting from Lessee's failure to comply with this provision. (62 degrees F Minimum Winter Setting)

14. **TERMINATION, HOLDOVER, RIGHT OF RE-ENTRY**: Lessee agrees that at the termination of this Lease Agreement, by lapse of time or otherwise, he/she shall yield up immediate possession of the premises to Lessor and failing to do so, to pay as liquidated damages, for the whole time such possession is withheld, double rental, as provided by law; but the provisions of this clause shall not be held as a waiver by said Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent, or any part thereof, or any other act in apparent affirmation of the tenancy, operate as a waiver of the right to forfeit this Lease Agreement and the term hereby granted for the period still unexpired, or of Lessee's right to possession of the demised premises, for any breach of any of the covenants herein. Also, the failure to yield up immediate possession upon such lapse shall constitute a forcible detainer. In order to enforce a forfeiture for nonpayment of rent, it shall not be necessary to make a demand on the same day the rent shall be due, but a demand and refusal or failure to pay at any time on the same day or at any time on a subsequent day, shall be sufficient; and after such default shall be made, Lessee and all persons in possession under him/her, shall be deemed guilty of forcible detainer of said premises under the statutes of the State of Illinois.

If a default should be made in the payment of the rent above reserved, or any portion thereof, or in any of the covenants and agreements herein contained to be kept by Lessee or his/her assigns **and** the leased premises shall be abandoned, deserted or vacated and remain unoccupied for five days successively and Lessor thereafter exercises the foregoing right of re-entry, Lessee hereby authorizes the Lessor as Lessee's agent to re-enter the leased premises, and remove all Lessee's articles found therein, and attempt to place them in a regular storage warehouse or other suitable storage plant at the cost of Lessee, and proceed to re-rent the leased premises at Lessor's option and discretion and apply any money so received after paying the expenses of the aforesaid removal toward compliance therewith on the part of the Lessor. In the event that the leased premises shall be abandoned, deserted or vacated as aforescribed **and** there are any charges due from Lessee to Lessor, Lessee hereby irrevocably constitutes any attorney of any court of record of the state, as attorney for Lessee and in Lessee's name, on default of any of the covenants or agreements herein, to enter his appearance in any court of record, waive process, and service thereof, and confess judgment against the undersigned Lessee in favor of the Lessor from time to time, for any reasonable attorney's fees, and to waive all errors and all undersigned Lessee in favor of the Lessor from time to time, for any reasonable attorney's fees, and to waive all errors and all right of appeal from any such judgment of judgments and consent to immediate execution on said judgments.

The obligation of Lessee to pay the rent specified herein during the full term of this Lease Agreement, or any extension of this Lease Agreement or any holdover tenancy, shall not be deemed to be waived, released or terminated by the service of any five day notice, demand for possession, notice that the tenancy herein stated will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the demised premises. It is

further agreed by the parties hereto, that after the service of notice or the commencement of a suit or after final judgment for possession of the premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit or said judgment. Lessee further agrees that interest shall accrue on any sums due Lessor and unpaid from the date of the termination of Lessee's lease of Lessee's right to possession until paid at the rate of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18% PER ANNUM.

15. **ACCELERATION:** If a default should be made in the payment of the rent above reserved, or any portion thereof, or in any of the covenants and agreements herein contained to be kept by Lessee or his/her assigns, **and** this default is not corrected within fifteen (15) days, the Lessor shall then be entitled to recover immediately as a component of its damages, an amount equal to the unpaid rental for the balance of the rental term. Any sums received by Lessor in reletting the leased premises during the unexpired term of this Lease Agreement will be credited to Lessee's account or, if said account is satisfied, refunded to Lessee.

16. **PAYMENT OF COSTS:** If as a consequence of Lessee's breach of any term or condition of this Lease Agreement, Lessor shall at any time be compelled to pay any sum of money or do any act which will require the payment of any sum of money or for reasonable attorneys' fees for enforcing any provision of this Lease Agreement by litigation or otherwise, the sum or sums so paid by Lessor shall be deemed damages in favor of Lessor against Lessee and shall be immediately due and payable. If Lessor should breach any covenant of this Agreement and if Lessee institutes litigation against Lessor as a consequence thereof and judgment is entered in favor of Lessee, as originally prayed for in Lessee's litigation, without offset or reduction, then Lessee shall be entitled to recover court cost and reasonable attorneys' fee, if any, incurred in connection with such litigation.

17. **EARLY POSSESSION:** Lessee, by written notice served upon Lessor not sooner than 45 days preceding the commencement of the lease term and not later than 10 days before the requested date of possession, may request of Lessor early possession of up to seven days of the leased premises. Lessor agrees to cooperate with Lessee in attempting to fulfill any such request, subject to leased premises availability. (Early possession shall be prorated \$/Day).

18. **MISCELLANEOUS:** Lessee agrees that he/she will not cause or permit any unlawful acts or cause or permit any loud, boisterous or unseemly noises or actions in and about the leased premises that would be objectionable to other lessees or Lessor. Lessee is responsible for maintaining his/her own phone system within the leased premises, and in doing so may alter the condition of the existing phone wires, outlets or jacks, Lessee hereby agrees upon the termination of this Lease Agreement to leave all phone wires, outlets or jacks in working condition, operating under a single phone termination of this Lease Agreement to leave all phone wires, outlets or jacks in working condition, operating under a single phone line within the leased premises. In the event Lessee fails to leave the phone wires, outlets or jacks in operating order under one incoming line, Lessee understands that any costs to return the phone wires, outlets or jacks to such state will be at his/her expense.

19. **APPLICATION OF FUNDS:** It is hereby agreed between the parties that all amounts paid by Lessee to Lessor pursuant to the terms of this Lease Agreement shall be applied first to any unpaid portion of the Security Deposit, then to any past due and unpaid charges, then to current period rent, then to other current charges and thereafter to any future charges.

20. **PLURAL SUCCESSORS:** The words "Lessor" and "Lessee" whenever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this Lease Agreement; and all the covenants and agreements herein contained shall be binding upon and inure to their respective successors, heirs, executors, administrators and assigns, and shall be exercised by his or their attorney or agent.

21. **WAIVER OF DEFAULT:** No failure on the part of Lessor to enforce any rights accruing to Lessor because of any default of Lessee in failing to perform promptly any of the provisions hereof, no matter how many times such failure to enforce such rights may be repeated by Lessor, shall operate as a waiver of any of the provisions of the Lease Agreement, but Lessor may at any time on it to take advantage of or waive any default in any of the provisions hereof without prejudice to Lessor's right to enforce each and all of the provisions of this Lease Agreement with reference to other or subsequent defaults.

22. **NOTICES:** Unless otherwise designated in writing Lessor may mail any written statement or notice pursuant to this Lease Agreement or required by law to Lessee at his/her last known address which for purposes of this Lease Agreement shall be deemed to be the leased premises.

23. **SEVERABILITY:** If any clause, phrase, provisions or portion of this Lease Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease Agreement, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

IN CONSIDERATION OF the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the above described premises upon the terms and conditions as designated hereinbefore, each of the undersigned Lessees being jointly and severally liable hereunder,

WITNESS our hands and seals as of the day and year first above written.

LESSEE

BY: _____
LESSOR
Lincolnshire Properties LLC

LESSEE

LESSEE

COSIGNER: Lincolnshire Properties LLC may ask for a parental or guardian cosigner based on income verification. It is agreed that the cosigner can use the downloaded lease on the internet at www.lincolnshireprop.com and this signed document will then become part of this lease document. This allows cosigning without sending original leases in the mail. Cosigners will be asked for an application and agree to the same legal terms in the original lease.